

Exhibit No.:	
Issue:	May 2001 Agreement
Witness:	John F. McKenna
Sponsoring Party:	AmerenUE
Type of Exhibit:	Rebuttal Testimony
Case No.:	EC 2002-112
Date Testimony Filed:	May 31, 2002

REBUTTAL TESTIMONY

OF

JOHN F. McKENNA

ON BEHALF OF

AMERENUE

CASE NO. EC-2002-112

St. Louis, Missouri
May 2002

1 REBUTTAL TESTIMONY

2 OF

3 JOHN F. McKENNA

4 ON BEHALF OF

5 AMERENUE

6 CASE NO. EC-2002-112

7 Q. Please state your name and business address.

8 A. John F. McKenna. 1901 Chouteau Avenue, St. Louis, Missouri 63103.

9 Q. Please state your occupation and by whom you are employed.

10 A I am employed as a Field Inspector for AmerenUE.

11 Q. Please summarize your work experience for AmerenUE.

12 A. Field inspector doing disconnect work and field investigations. I have been
13 employed by AmerenUE for 23 years. I have been a credit representative for about the last 15
14 years, and I have been a field inspector for the last five years or so.

15 Q. On whose behalf are you appearing in this proceeding?

16 A. AmerenUE.

17 Q. What is the purpose of your Rebuttal Testimony in this proceeding?

18 A. My testimony concerns the execution of an agreement dated May 18, 2001 which
19 is attached to my testimony as Schedule 1.

20 Q. What was your position with AmerenUE in May 2001?

21 A. Field Inspector.

22 Q. What were your duties at that time?

1 A. As a field inspector, I do some disconnect work and conduct field investigations.

2 Q. Who was your immediate supervisor in May 2001?

3 A. Tom Gray.

4 Q. Are you familiar with the grocery store which was located in May 2001 at
5 8350 North Broadway in the City of St. Louis and known as Sterling's Market?

6 A. Yes.

7 Q. How are you familiar with Sterling's Market?

8 A. I had been there on different occasions to deliver correspondence from our credit
9 department. I also went to the store on May 18 to obtain signatures on an agreement.

10 Q. Can you identify Schedule 1 to your testimony as the agreement you took to
11 the store to have signed?

12 A. Schedule 1 is a copy of the agreement I took to Sterling's Market on May 18.

13 Q. What time did you arrive at the store on May 18?

14 A. Around 3 p.m., give or take a half hour or so

15 Q. What day of the week was it?

16 A. Friday.

17 Q. What did you do when you arrived at the store?

18 A. I waited for someone to take me to an office to meet Mr. Moody and another
19 gentleman, who I later learned was Mr. Schonlau.

20 Q. Was the electricity on in the store?

21 A. Not in the grocery store area, but other portions of the building and other shops
22 had electric service.

1 Q. Was the electricity on in the common area of the mall which is adjacent to
2 the store?

3 A. Yes.

4 Q. Was the electricity on in the individual stores in the mall area?

5 A. The ones that I could see appeared to all have service.

6 Q. Could you tell if they were expecting you at the store?

7 A. It appears they were.

8 Q. Did you speak to anyone when you arrived?

9 A. I identified myself as an AmerenUE employee and asked to see Mr. Moody.

10 Q. What happened the?

11 A. I was shown to an office in the back of the store.

12 Q. Were Mr. Schonlau and Mr. Moody together when you were shown to the
13 office?

14 A. Yes.

15 Q. What, if anything, did you say to them?

16 A. I explained what I had with me, and what they needed to do. They were already
17 aware of this information.

18 Q. What, if anything, did Mr. Moody say?

19 A. Mr. Moody was very concerned with signing the document. I got the impression
20 that he thought as soon as it was signed, the service would be turned on, He also mentioned in
21 his own way that Mr. Lefler was decent to deal with while Mr. Foy was not.

22 Q. Did you give Mr. Schonlau and Mr. Moody each copies of the agreement?

23 A. Yes.

1 Q. What did Mr. Schonlau do with the agreement?

2 A. He began reading the agreement and commenting to Mr. Moody about different
3 sections of the agreement.

4 Q. What did Mr. Moody do with the agreement?

5 A. Mr. Moody took his agreement and scanned through it very quickly.

6 Q. Did both men sign the agreement in your presence?

7 A. Yes.

8 Q. What did you do after the agreement was signed by Mr. Schonlau and Mr.
9 Moody?

10 A. I left a copy with each of them, and brought back the signed one back to our credit
11 office. Also, as previously instructed, I called Mr. Lefler to tell him the agreement had been
12 signed.

13 Q. How long were you at the store on May 18?

14 A. No longer than 30 minutes.

15 Q. Does this conclude your rebuttal testimony?

16 A. Yes.

17

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

STERLING MOODY, STERLING'S MARKET)
PLACE AND STERLING'S PLACE, I,)

Complainants,)

Case No. EC-2002-112

v.)

AMERENUE, UNION ELECTRIC CO. d/b/a)
AMERENUE, and MIKE FOY, LEROY ETTLING,)
and SHERRY MOSCHNER, as employees of)
AmerenUE,)

Respondents.)

AFFIDAVIT OF JOHN F. McKENNA

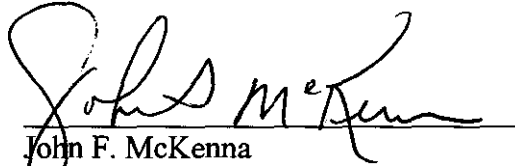
STATE OF MISSOURI)
SS.
CITY OF ST. LOUIS)

John F. McKenna, being first duly sworn on his oath, states:


1. My name is John F. McKenna. I am employed by AmerenUE as a Field
Inspector.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony
on behalf of AmerenUE consisting of pages 1 through 4, including Schedule 1, all of which
testimony has been prepared in written form for introduction into evidence in Missouri Public
Service Commission Case No. EC-2002-112 on behalf of AmerenUE.

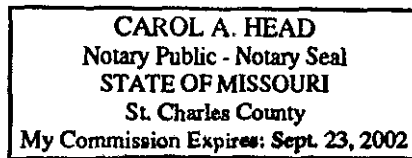
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.


John F. McKenna

Subscribed and sworn to before me this 29th day of May 2002.


Notary Public

My commission expires: 9-23-2002



May 18, 2001

Sterling Marketplace I, Inc.
c/o Sterling's Market
8350 North Broadway
St. Louis, Missouri 63147
Attention: Mr. Sterling Moody

P. & B. Real Estate, L.L.C.
8540 North Broadway
St. Louis, Missouri 63147
Attention: Mr. Engelbert Schonlau



Re: Dispute with respect to Meter Numbers 01859500,
50688215 and 70593313

Gentlemen:

This letter agreement (this "Agreement") sets forth the terms of the agreements reached between AmerenUE ("UE"), Sterling Marketplace I, Inc. ("Sterling") and P. & B. Real Estate, L. L. C. ("P. & B.") in connection with any and all disputes among such parties regarding amounts past due and owing to UE for utilities provided by UE to Sterling and P. & B., as evidenced by the readings shown on the electricity meters identified in the caption above.

With respect to meter numbers 01859500 and 50688215 and the corresponding account numbers 52300-02426 and 52300-02417 (hereinafter collectively referred to as the "Sterling Account"), Sterling hereby acknowledges and agrees that it is delinquent in the payment to UE of the sum of \$89,000.00 (the "Sterling Settlement Amount"). Sterling further agrees that commencing one month after the date of this Agreement, Sterling shall make consecutive monthly payments of \$2,000.00 per month (in addition to the regular monthly bill for services from UE), payable to UE by cashier's or certified check, such payments to be made on or before the due date of each regular monthly bill for services from UE, until such outstanding balance of \$89,000.00 is paid in full. Sterling further agrees that from the date of this Agreement, Sterling shall be solely responsible for the timely payment to UE of any charges incurred in connection with meter numbers 01859500 and 50688215. In the event Sterling is delinquent in its payments of any sums owed in connection with the payment to UE of the Sterling Settlement Amount or any and all future payments for charges incurred on the Sterling Account, UE reserves the right to discontinue all service under the Sterling Account without incurring any liability whatsoever to Sterling.

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UE expressly reserves the right to collect any and all amounts outstanding and past due in excess of the Sterling Settlement Amount, and owed according to meter numbers 01859500 and/or 50688215, from any third parties that UE determines are responsible for such amounts outstanding and past due.

With respect to meter number 70593313 (the "Common Area Meter") and the corresponding account number 57300-01916 (the "Common Area Account"), it is agreed by the parties to this Agreement that commencing on the date hereof, payment of the charges incurred as shown on the Common Area Meter shall be the sole responsibility of P. & B. and that the name now shown on the Common Area Account shall be changed to be in the name of "P. & B. Real Estate, L.L.C."

Sterling and P & B hereby agree and acknowledge that \$124,526.06 is past due and owing to UE in connection with charges incurred to date as recorded on the Common Area Meter, and that Sterling and P. & B. shall be responsible only for the payment to UE of \$45,000.00 of such amount past due and owing (the "Common Area Settlement Amount"). It is acknowledged by the parties to this Agreement that Sterling and P& B have heretofore delivered to UE checks totaling \$45,000, however, notwithstanding the use of the words "successor accounts for P. & B. Real Estate" as appearing on that certain handwritten receipt, dated May 14, 2001, and signed by a representative of UE, Sterling and P.&B. hereby agree that the following checks delivered to UE on May 14, 2001, shall be applied only to the payment of the Common Area Settlement Amount:

Cashier's check #4406406972, dated May 10, 2001, in the amount of \$12,500.00;

Cashier's check #4406406993, dated May 14, 2001, in the amount of \$2,500.00; and

Check # LD 009275, dated May 14, 2001, in the amount of \$30,000.00.

(A copy of the above checks are attached to this Agreement as Exhibit "A".)

In the event Gateway National Bank does not honor any of the above listed checks, UE reserves the right to discontinue all service under the Common Area Account without incurring any liability whatsoever to Sterling and/or P. & B.

UE expressly reserves the right to collect any and all amounts outstanding and past due in excess of the Common Area Settlement Amount, and owed according to meter number 70593313, from any third parties that UE determines are responsible for such amounts outstanding and past due.

The parties hereto acknowledge and agree that there is an existing deposit in the amount of \$9,493.00 in the Common Area Account and that UE shall transfer such deposit to the Sterling Account.

The parties hereto agree to withdraw any complaints currently pending before the Missouri Public Service Commission (MPSC).

If you are in agreement with the terms and conditions contained in this Agreement, please indicate so by signing this Agreement and returning it to the undersigned. Once Sterling and P. & B. have signed this Agreement, UE shall restore the service it has heretofore discontinued.

Sincerely,
AmerenUE

By: Frank Reple

Agreed to this 18th day of May, 2001.

STERLINGS MARKETPLACE I, INC.

By: [Signature]

P. & B. REAL ESTATE, L.L.C.

By: Burt B. Schenker



4-144/810

No. LD 009275

GATEWAY NATIONAL BANK

ST. LOUIS, MISSOURI

DATE May 14, 2001

PAY TO THIRTY THOUSAND AND NO/100 ***** AMOUNT \$30,000.00
 THE ORDER OF

AMEREN UE

GATEWAY NATIONAL BANK

LOAN DISBURSEMENT
 FOR P & B REAL ESTATE LLC

REQUIRES TWO SIGNATURES

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈081001442⑈ 13⑈144⑈9⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**GATEWAY NATIONAL BANK**

0810

4406406993

CASHIER'S CHECK

22-1676
960DATE May 14, 2001

PAY EXACTLY **2,500** DOL 00 CTS

2,500.00

TO
 THE
 ORDER
 OF

AMEREN UE

STERLING MARKET PLACE

REMITTER:

PAYABLE THRU
 FIRSTAR BANK OF MINNESOTA, N.A.
 ST. PAUL, MN

Lisa Gates
 AUTHORIZED SIGNATURE

⑈096016765⑈00440 64069930⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**GATEWAY NATIONAL BANK**

0810

4406406972

CASHIER'S CHECK

22-1676
960DATE May 10, 2001

PAY EXACTLY **12,500** DOL 00 CTS

12,500.00

TO
 THE
 ORDER
 OF

AMEREN UE

STERLING MARKETPLACE

REMITTER:

PAYABLE THRU
 FIRSTAR BANK OF MINNESOTA, N.A.
 ST. PAUL, MN

Lisa Gates
 AUTHORIZED SIGNATURE

⑈096016765⑈00440 64069723⑈

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